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12 UNITED STATES DISTRICT COURT

13 DISTRICT OF NEVADA

14 LAS VEGAS DIVISION

15 RIGOBERTO PLATA MATAMOROS,  
16 individually ELSA YANES MATUTE DE  
17 PLATA, individually and as the Administrator of  
18 the Estate of IVAN ENRIQUE PLATA-YANES,  
19 Deceased,

19 Plaintiff,

20 vs.

21 GENERAL MOTORS, LLC, d/b/a/  
22 CHEVROLET, DOES I -V and ROE ENTITIES I-  
23 V,

23 Defendants.

Case No. \_\_\_\_\_

**COMPLAINT**

24 Plaintiff's RIGOBERTO PLATA MATAMOROS, individually, ELSA YANES MATUTE DE  
25 PLATA, individually, and as the Administrator of the Estate of IVAN ENRIQUE PLATA-YANES,  
26 decease, by and through their attorneys of record, Craig K. Perry, David E. Harris and Louis J. Cook  
27 complain against Defendant as follows:  
28

**GENERAL ALLEGATIONS**

1.1 That at all times relevant hereto, Plaintiffs RIGOBERTO PLATA MATAMOROS (hereinafter “Rigoberto”), ELSA YANES MATUTE DE PLATA, individually, and as the Administrator of the Estate of IVAN ENRIQUE PLATA-YANES (hereinafter “Elsa”) and IVAN ENRIQUE PLATA-YANES, deceased, (“Ivan”) will hereinafter referred to collectively as “Plaintiffs”. Plaintiffs were residents of Clark County, State of Nevada. Rigoberto and Elsa were the father and mother of Ivan.

1.2 That at all times relevant hereto, Defendant GENERAL MOTORS, LLC (“GM”) was doing business in and registered to do business in the state of Nevada. General Motors, LLC is a for-profit Limited Liability Company registered under the laws of Delaware. As a Limited Liability Company, GENERAL MOTORS, LLC is treated as an unassociated entity for subject matter jurisdiction purposes under the Federal Rules of Civil Procedure and the United States Code. As such, GENERAL MOTORS, LLC shares citizenship with all of its members. *Johnson v. Columbia Properties, Lp.*, 437 F.3d 894, 897 (9th Cir. 2006)(noting numerous federal circuits who have emphasized this well-established rule). Upon information and belief, GENERAL MOTORS, LLC sole members reside in Michigan and Delaware.

1.3 Under the trade name of Chevrolet, GM manufactured, designed, and marketed the 2008 Chevrolet Express GI Van, title number NV008211323 and Vin number 1GCFG15X481125462 (“2008 Chevy Express”) that forms the basis of this lawsuit. At all times pertinent to the design, manufacturing, and marketing of the 2008 Chevy Express, GM controlled and owned the Chevrolet brand and all aspects of Chevrolets’ business relating to the marketing, design, and/or manufacturing of the 2008 Chevy Express. General Motors, LLC may be served with process through their registered agent in Nevada, **CSC Services of Nevada, Inc. at 2215-B Renaissance Dr., Las Vegas, Nevada 88119.**

1.4 That the identities of the Defendants, DOES I – V and ROE ENTITIES I - V, are unknown at this time and may be individuals, partnerships or corporations or other entities. Plaintiffs allege that each of the Defendants designated herein as DOE is responsible in some manner for the damages herein alleged, including but not limited to the following: the negligent

1 manufacture, distribution or sale of the 2008 Chevy Express and/or its component parts that failed  
2 on Plaintiff's vehicle. Plaintiffs request leave of the Court to amend this complaint to name the  
3 Defendants specifically when their identities become known.

4 1.5 That all the facts and circumstances that give rise to the failure of the 2008 Chevy  
5 Express. That substantial design, manufacturing and marketing defects in the subject vehicle  
6 contributed to the subject collision and injuries and damages of Plaintiffs.

7 **JURISDICTIONAL FACTS**

8 2.1 GM manufactured the subject vehicle.

9 2.2 GM designed the subject vehicle.

10 2.3 GM placed the subject vehicle in the stream of commerce.

11 2.4 The subject vehicle intended to and did end up in Nevada

12 2.5 The subject accident occurred in Nevada.

13 2.6 GM place vehicles into the stream of commerce.

14 2.7 GM know their vehicles will reach Nevada.

15 2.8 GM serve the Nevada vehicle market.

16 2.9 GM conduct business in Nevada.

17 2.10 GM have employees who live in Nevada.

18 2.11 GM own property in Nevada.

19 2.12 GM pay taxes in Nevada.

20 2.13 GM have authorized vehicle dealers located in Nevada.

21 2.14 GM have authorized vehicle dealers located in Nevada sell GM vehicles to Nevada  
22 Customers.

23 2.15 GM have authorized vehicle distributors located in Nevada.

24 2.16 GM authorized vehicle distributors located in Nevada sell GM vehicles to Nevada  
25 customers.

1           2.17   GM advertises their vehicles in Nevada.

2           2.18   GM advertised in Nevada from 2002 through 2016.

3           2.19   GM market their vehicles in Nevada through authorized vehicle distributors.

4           2.20   GM market their vehicles in Nevada through authorized vehicle dealers.

5           2.21   GM market their vehicles in Nevada through authorized vehicle dealers from 2002  
6 through 2016.

7  
8           2.22   GM marketed their vehicles in Nevada through authorized vehicle distributors from  
9 2002 through 2016.

10  
11          2.23   GM provides warranties for their vehicles in Nevada.

12          2.24   GM provides warranties for their vehicles in Nevada from 2002 through 2016.

13          2.25   GM advertises warranties for their vehicles in Nevada from 2002 through 2016.

14          2.26   GM provide warranties for their GM Chevy Express model vehicles in Nevada  
15 from 2002 through 2016.

16  
17          2.27   GM sell their GM Chevy Express model vehicles in Nevada.

18          2.28   GM sold their GM Chevy Express model vehicles in Nevada from 2002 through  
19 2016.

20          2.29   GM delivered their GM Chevy Express model vehicles in Nevada to its authorized  
21 vehicle distributors in Nevada.

22  
23          2.30   GM delivered GM Chevy Express model vehicles in Nevada to its authorized  
24 vehicle dealers in Nevada.

25          2.31   GM delivered GM Chevy Express model vehicles in Nevada to its authorized  
26 vehicle distributors in Nevada from 2002 through 2016.

1           2.32   GM delivered GM Chevy Express model vehicles in Nevada to its authorized  
2 vehicle dealers in Nevada from 2002 through 2016.

3           2.33   GM Chevy Express model vehicles are sold in Nevada.

4           2.34   GM Chevy Express model vehicles were sold in Nevada from 2002 through 2016.

5           2.35   GM sold the defective GM Chevy Express vehicle, bearing Vin #  
6 1GCFG15X481125462, at issue in this cause of action in the State of Nevada.  
7

8           2.36   GM sold the subject vehicle that had substantial handling, glazing, and belt defects,  
9 the subject GM Chevy Express vehicle, bearing Vin # 1GCFG15X481125462, in the State of  
10 Nevada.  
11

12           2.37   GM sold the defective the GM Chevy Express vehicle, bearing Vin #  
13 1GCFG15X481125462, at issue in this cause of action in the State of Nevada, and said vehicle  
14 was purchased in the State of Nevada.

15           2.38   GM sold the defective subject vehicle that suffered catastrophic handling, glazing,  
16 and belt defects, the GM Chevy Express vehicle, bearing Vin # 1GCFG15X481125462, in the  
17 State of Nevada, and said vehicle was purchased in the State of Nevada.  
18

19           2.39   GM marketed, intended to, and sold the defective subject vehicle that suffered the  
20 catastrophic handling, glazing, and belt defects the GM Chevy Express vehicle, bearing Vin #  
21 1GCFG15X481125462, in the State of Nevada, and said vehicle was purchased in the state of  
22 Nevada.  
23

24           2.40   GM from 2002 to 2016 have invoked the jurisdiction of Nevada courts.

25           2.41   GM from 2002 to 2016 have invoked the jurisdiction of federal courts in Nevada.

26           2.42   GM from 2002 to 2016 have filed suit in Nevada courts.

27           2.43   GM from 2002 to 2016 have removed suits to federal courts in Nevada.  
28

1           2.44   GM from 2002 to 2016 have filed court papers asserting that federal courts in  
2 Nevada have jurisdiction over cases in which the GM were a party.

3           2.45   GM from 2002 to 2016 have moved to transfer suits in courts in Nevada.

4           2.46   GM from 2002 to 2016 have filed papers asserting that transferee courts in Nevada  
5 had jurisdiction over cases in which the GM were a party.

6           2.47   GM from 2002 to 2016 have filed petitions or appeals seeking review or relief from  
7 Nevada appellate courts.

8           2.48   GM from 2002 to 2016 have filed court papers asserting that Nevada appellate  
9 courts had jurisdiction over cases in which GM were a party.

10          2.49   GM from 2002 to 2016 have answered lawsuits filed in Nevada courts without  
11 contesting personal jurisdiction.

12          2.50   GM is currently involved in litigation other than this case pending in Nevada  
13 courts.

14          2.51   GM is currently in litigation in Nevada answering claims asserting the failure of  
15 GM products in Nevada where GM have not raised any challenge to the Nevada's court's personal  
16 jurisdiction over the GM in that pending litigation.

17          2.52   GM has been hauled into court in Nevada to answer claims asserting the failure of  
18 GM products in Nevada without raising any challenge to Nevada's personal jurisdiction over the  
19 GM.

20          2.53   GM gathered data in Nevada to monitor their vehicles performance in the State of  
21 Nevada.

22          2.54   GM are registered to do business in Nevada and have a registered agent for service  
23 of legal process in Nevada.

1           2.55    GM hold trademarks that they enforce in Nevada.

2           2.56    GM have contractual agreements with Nevada companies to use GM trademarks in  
3 Nevada.

4           2.57    GM offer services to help dealers located in Nevada.

5           2.58    GM help dealers located in Nevada develop their own public internet websites.

6           2.59    GM allow Nevada dealers to subscribe to content about GM for products for use on  
7 their websites.  
8

9           2.60    GM has disseminated safety recall information through its dealers located in  
10 Nevada.  
11

12          2.61    GM own the websites [www.chevrolet.com](http://www.chevrolet.com)

13          2.62    GM has ultimate control and authority of their websites mentioned above in 2.61.

14          2.63    GM' websites mentioned in 2.61 are accessible in Nevada.

15          2.64    GM has disseminated safety recall information through their websites mentioned in  
16 2.61 in Nevada.  
17

18          2.65    GM send notice to Nevada consumers who have registered their vehicles outside of  
19 GM websites.

20          2.66    GM websites mentioned in 2.61 have a link describing vehicles subject to recall.

21          2.67    GM websites mentioned in 2.61 have a link through which Nevada consumers may  
22 locate and replace GM vehicles.  
23

24          2.68    GM websites mentioned in 2.61 have a link through which Nevada consumers may  
25 locate a vehicle dealer.

26          2.69    GM have issued technical service bulletins to Nevada dealers.  
27  
28





**FIRST CLAIM FOR RELIEF**

**PRODUCTS LIABILITY – DESIGN DEFECT – GENERAL MOTORS, LLC**

5.1 Plaintiffs restate the allegations set forth in paragraphs 1 through 4.2 of above as though fully set forth herein.

5.2 The 2008 Chevy Express in question was originally designed, manufactured and sold by Defendant GM under the tradename of Chevrolet.

5.3 At the time the vehicle in question was sold, GM was in the business of designing, manufacturing and selling vehicles such as the one in question.

5.4 At the time the vehicle in question was designed, manufactured, and sold by GM, it was defective in design and unreasonably dangerous as designed. The defective and unreasonably dangerous condition of the 2008 Chevy Express was a producing cause of the injuries and damages to the Plaintiffs.

5.5 The defects regarding the 2008 Chevy Express at issue include, but are not limited to, the vehicle's poor occupant protection system that failed to protect, restrain and contain Ivan in a foreseeable rollover event, the poor handling characteristics of the vehicle, improper and inadequate seatbelts, and improper glazing installed on windows and windshield of the vehicle.

5.6 There were safer alternative designs other than the ones used, which were economically and technologically feasible and would have prevented or significantly reduced the risk of accident and/or injury in question without substantially impairing the vehicle's utility. Specifically, GM could have equipped the vehicle with safer alternative stability and rollover resistance designs to the vehicle in question, a safer seatbelt and glazing system, and a safer occupant restraint package to prevent occupants, such as Ivan Enrique Plata-Yanes, from being ejected during a roll sequence. These safer alternative designs were available in the market and were technologically and economically feasible at the time the 2008 Chevy Express was manufactured and would not have impaired the utility of the vehicle.

5.7 Further, at the time the vehicle in question was sold, the defective design caused the product to unexpectedly fail to function in a manner reasonably expected by an ordinary consumer and user of such vehicles. The defective and unreasonably dangerous design of the vehicle was a

1 producing cause of the injuries and damages of Plaintiffs, and the untimely death of Ivan Enrique  
2 Plata-Yanes.

3 5.8 At the time of the accident, the vehicle was in substantially the same condition as it  
4 was at the time it was placed into the stream of commerce. No material alterations were made to  
5 the vehicle. At the time of the accident, the vehicle was in the same or substantially similar  
6 condition as when it left the control of GM.

7 5.9 No mandatory safety standard or regulation adopted and promulgated by the federal  
8 government or an agency of the federal government were applicable to the 2008 Chevy Express at  
9 the time it was manufactured that governed any product risk that caused the accident and/or  
10 injuries to Plaintiffs. To the extent that GM attempts to rely on any standards or regulations of the  
11 federal government, such standards or regulations were inadequate and/or GM withheld or  
12 misrepresented information to the government regarding the adequacy of the safety standard at  
13 issue.

14 **SECOND CLAIM FOR RELIEF**

15 **PRODUCT LIABILITY – WARNING DEFECT – GENERAL MOTORS, LLC**

16 6.1 Plaintiffs restate the allegations set forth in paragraphs 1-5.9 as though fully set  
17 forth herein.

18 6.2 At the time the 2008 Chevy Express at issue was designed, manufactured, and sold  
19 by GM, it contained defects that rendered it unreasonably dangerous. These defects include but are  
20 not limited to, the vehicle's poor occupant protection system that failed to protect, restrain, and  
21 contain Ivan Enrique Plata-Yanes in the foreseeable rollover event, the poor handling  
22 characteristics of the vehicle, improper and inadequate seatbelts, and improper glass and/or  
23 glazing installed on the windows and windshield of the vehicle.

24 6.3 Based upon the nature of these dangerous defects, GM failed to provide adequate  
25 warnings to the plaintiff in order to suitably communicate the dangers relating to the defects in the  
26 2008 Chevy Express to the Plaintiffs. Given the magnitude of the risk, GM failed to provide  
27  
28

1 warnings as to the 2008 Chevy Express's defects that would reasonably catch the consumers  
2 attention, be comprehensible and provide a fair indication of the specific risk of the defective  
3 restraint, handling, windshield, windows, and seatbelt systems.

4  
5 6.4 GM's failure to warn the plaintiffs of these dangers is a producing cause of Ivan's  
6 death and the injuries and damages of the Plaintiffs.

7  
8  
9 **THIRD CLAIM FOR RELIEF**

10 **PRODUCT LIABILITY – MANUFACTURING DEFECT – GENERAL MOTORS, LLC**

11 7.1 Plaintiffs restate the allegations set forth in paragraphs 1 through 6.4 as though  
12 fully set forth herein.

13 7.2 At the time the 2008 Chevy Express at issue was designed and manufactured by  
14 GM, it contained defects that rendered it more dangerous under the circumstances than an ordinary  
15 user in the community would expect. Specifically, an ordinary driver of the 2008 Chevy Express  
16 would reasonably expect sufficient restraint, handling, glazing, and seatbelt systems to prevent  
17 driver ejection during the crash sequence.

18  
19 7.3 These defects existed at the time the subject 2008 Chevy Express was designed,  
20 manufactured, and placed into the stream of commerce by GM.

21  
22 7.4 These manufacturing defects by GM deviated from GM's intended design of the  
23 subject 2008 Chevy Express, and in doing so, lead to the catastrophic failure of the 2008 Chevy  
24 Express restraint, handling, and seatbelt systems. These manufacturing defects were a producing  
25 cause of Ivan's untimely death and the Plaintiffs damages.

26  
27 **FOURTH CLAIM FOR RELIEF**

28 **NEGLIGENCE – GENERAL MOTORS, LLC**

1           8.1     Plaintiffs restate the allegations set forth in paragraphs 1 through 7.4 as though  
2 fully set forth herein.

3           8.2     GM committed acts of omission and commission, which collectively constituted  
4 negligence, which were a proximate cause of the injuries and damages of Plaintiffs.

5           8.3     GM's acts of negligence include the following:

- 6           ▪ Negligently designing the vehicle from handling and stability standpoint;
- 7           ▪ Negligently designing the vehicle with defective restraint systems;
- 8           ▪ Negligently designing the vehicle from a seatbelt standpoint;
- 9           ▪ Negligently designing the vehicle from an occupant protection standpoint;
- 10          ▪ Negligently designing the vehicle from an occupant containment standpoint;
- 11          ▪ Negligently designing the vehicle from a window and windshield standpoint;
- 12          ▪ Negligently failing to test the vehicle to ensure the design provides reasonable  
13 occupant protection and occupant containment in the event of a foreseeable  
14 rollover;
- 15          ▪ Negligently testing the vehicle's occupant protection systems;
- 16          ▪ Negligently failing to test the handling, restraint, window, windshield, and  
17 seatbelt systems in the vehicle;
- 18          ▪ Negligently testing the handling, restraint, window, windshield, and seatbelt  
19 systems in the vehicle;
- 20          ▪ Failing to adequately train and assist dealers in the dangers associated with the  
21 vehicles;
- 22          ▪ Failing to disclose known problems and defects;
- 23          ▪ Failing to meet or exceed internal corporate guidelines;
- 24          ▪ Failing to inform the consumer, including the Plaintiffs, of information that GM  
25 knew about inadequate occupant protection, seatbelt systems, window and  
26 windshield, and handling systems for a properly restrained passenger in the  
27 event of a foreseeable rollover event in the 2008 Chevy Express thus depriving  
28 the Plaintiffs of the right to make a conscious and free choice;

- Failing to comply with the standards of care applicable in the automotive industry insofar as providing reasonable occupant protection in a rollover; and
- Failing to notify consumers, after the sale of the vehicle, that a defect exists in the vehicle that relates to the vehicle's safety.

**FIFTH CLAIM FOR RELIEF**

**OPPRESSION, FRAUD, AND/OR MALICE – GENERAL MOTORS, LLC**

9.1 Plaintiffs restate the allegations set forth in paragraphs 1 through 8.3 above as though fully set forth herein.

9.2 GM acted with oppression, fraud, and/or malice, express or implied, including without limitation despicable conduct engaged in with a conscious disregard of the rights or safety of others, which was a proximate cause of the injuries to Plaintiffs, and for which Plaintiffs are entitled to recover exemplary and/or punitive damages.

**SIXTH CLAIM FOR RELIEF**

**GROSS NEGLIGENCE – GENERAL MOTORS, LLC**

10.1 Plaintiffs restate the allegations set forth in paragraphs 1 through 9.2 above as though fully set forth herein.

10.2 The wrong done by GM, in introducing an unreasonably dangerous and defective product into the stream of commerce, and continuing to design, manufacture, and market defective vehicles, even after learning of their potential for serious injury and/or death, was aggravated by the kind of gross negligence and callous disregard for which the law allows the imposition of exemplary damages.

10.3 GM knew of unique dangers possessed by the subject vehicle, including its propensity to lose control, failing to maintain stability and rollover, and inadequate restraint and glazing systems. Furthermore, GM knew of unique dangers poised by the subject vehicle including its inability to prevent occupants from being ejected during a foreseeable rollover event. GM intended to perform acts that they knew, or should have known, would very probably cause harm.

10.4 GM's conduct, when viewed objectively from defendant's standpoint at the time of its conduct, involved an extreme degree of risk, considering the probability and magnitude of the potential harm to others, and GM were actually, subjectively aware of the risk involved, but nevertheless proceeded with conscious indifference to the rights, safety, and welfare of others.

10.5 GM's acts of omission and commission, which collectively and severally constitute gross negligence, were proximate causes of the accident and injuries sustained by the Plaintiffs.

10.6 GM acted with malice, express or implied, including without limitation despicable conduct engaged in with a conscious disregard of the rights or safety of others, which was a proximate cause of the injuries to Plaintiffs, and for which Plaintiffs are entitled to recover exemplary and/or punitive damages.

### **FIRST CAUSE OF ACTION**

**(Strict Liability)**

11.1 Plaintiffs re-allege and incorporate by reference paragraphs 1 through 10.6 inclusive, as fully set forth in this Cause of Action.

11.2 GENERAL MOTORS, LLC and Does I-V and Roe Entities I-V (all hereinafter referred to collectively as “Defendants”) and the other named Defendants, at all times relevant herein, were engaged in the business of manufacturing, assembling, distributing, selling, repairing and marketing the defective subject 2008 Chevy Express which ultimately resulted in the Plaintiffs injuries and damages. Defendants, at all times relevant herein, intended that the subject 2008 Chevy Express be sold. At all times herein mentioned, said Defendants knew that the vehicle would travel on highways and be subject to rollover and/or crash.

11.3 Defendants knew that their products, including the 2008 Chevy Express would be purchased and used by members of the public without inspection for defects.

11.4 At all times mentioned herein the handling, restraint, belt, window and windshield systems along with their component parts, were defective in design, in manufacture, and due to a failure to warn of the dangers inherent in said product and failure to provide adequate instructions regarding the avoidance of such hazards. Said defects rendered the subject 2008 Chevy Express unreasonably dangerous for its intended and foreseeable use.





1           12.4 Said Defendants, distributed, advertised, and sold the 2008 Chevy Express and  
2 knew, or in the exercise of ordinary care should have known, that the 2008 Chevy Express would  
3 be used on highways, rough dirt roads, trails, hills, bumps, and uneven paths and that during the  
4 use the 2008 Chevy Express they would be subject to crashing, falling, sliding, overturning, and/or  
5 otherwise hitting, striking, contacting, or impacting the ground and/or pavement.

6           12.5 Said Defendants violated and breached their legal duty of due care and were  
7 negligent in the distribution, advertisement, and sale of the 2008 Chevy Express, said negligence  
8 including, but not limited to, unreasonably distributing and selling the 2008 Chevy Express with  
9 components that were made with inadequate, improper, and unsuitable materials, and secured and  
10 designed in such a manner that would cause the Plaintiffs injuries.

11           12.6 Said Defendants were further negligent in that they unreasonably failed to give  
12 adequate or proper warnings or instructions to purchasers and users of the subject 2008 Chevy  
13 Express including the Plaintiffs, of the hazards and dangers inherent in the design of the subject  
14 vehicle as to not cause Plaintiffs injuries.

15           12.7 Said Defendants were further negligent in that they unreasonably failed to recall,  
16 repair, or retrofit the subject 2008 Chevy Express to make other appropriate post-marketing efforts  
17 or prevent injury due to the failure of the seatbelt, restraint, handling, window and windshield  
18 systems during intended, ordinary and foreseeable use, including during crashes, falls, slides, and  
19 overturning of plaintiff's vehicle, as alleged above.

20           12.8 Said Defendants' negligence was a direct, legal, and proximate cause of injury and  
21 damages, suffered by Plaintiffs.

22           12.9 As a direct, legal and proximate result of said Defendants' negligence as alleged  
23 above, Ivan Plata-Yanes was severely injured and later died, leaving his parents Rigoberto and  
24 Elsa without a son. As a direct, legal and proximate result of defendants' actions alleged above,  
25 Ivan Plata-Yanes suffered severe injuries in which he underwent significant pain and suffering  
26 before Ivan's untimely death. Rigoberto and Elsa were caused to suffer extreme grief, sorrow, loss  
27 of companionship, society, and comfort. The general damage in an amount in excess of \$75,000.  
28



12.12 As a direct, legal and proximate result of said Defendants' negligence as alleged above, Plaintiffs have suffered economic damages.

### THIRD CAUSE OF ACTION

13.1 Plaintiffs, re-alleges and incorporates by reference Paragraphs 1 through 12.13, inclusive as if fully Set forth in this Cause of Action.

13.3 Notwithstanding such warranties, the 2008 Chevy Express and its component parts, were not fit for the ordinary purposes for which they were intended, and were not merchantable, and were not safe for their intended purpose and foreseeable use, and were therefore dangerous as alleged in the incorporated paragraphs of this Complaint as set forth above.

13.5 As a direct, legal and proximate result of defendants' breaches of warranties as alleged above, Ivan Plata-Yanes suffered severe injuries in which he underwent significant pain and suffering before Ivan's untimely death. Rigoberto and Elsa were caused to suffer extreme grief, sorrow, loss of companionship, society, and comfort. All of the Plaintiffs general damages.

13.6 As a direct, legal, and proximate result of said defendants' breach of warranties as alleged above, Plaintiffs were required to and did employ physicians and other medical personnel before Ivan Plata-Yanes untimely death.

13.7 As a direct, legal, and proximate result of defendants' breach of warranties as alleged above, Plaintiffs have been caused to incur loss of income past and future, and loss of earning capacity.

13.8 As a direct, legal, and proximate result of said defendants' breach of warranties as alleged above, plaintiffs suffered economic and pecuniary damages, including but not limited to loss of income.

13.9 By reason of the foregoing, Defendants, and each of them, are liable for the injuries and damages sustained by Plaintiffs as alleged herein, due to the breach of express and/or implied warranties.

## PUNITIVE DAMAGES

14.1 Plaintiffs incorporate paragraphs 1 through 13.9 above, and allege that Defendants are liable for exemplary and/or punitive damages. Plaintiffs, allege that said Defendants, and each of them acted with malice, fraud, and/or oppression in the sale, distribution, failure to warn, and/or failure to recall the Subject 2008 Chevy Express and its component parts, entitling the plaintiffs to exemplary and punitive damages against said Defendants. The acts of said Defendants were intentional, willful, and despicable misconduct.

14.2 Said Defendants and their officers, directors, and managing agents, knew at all relevant times before April 22, 2016 that the subject 2008 Chevy Express and its components parts were defective and/or unreasonably dangerous. Upon further information and belief, said Defendants and their officers, directors and managing agents knew that the subject 2008 Chevy Express sold to Plaintiffs and its component parts were unreasonably dangerous and defective for their intended purpose and/or foreseeable use by Plaintiffs and other members of the public.

14.3 Said Defendants and their officers, directors, and managing agents, knew that the Subject 2008 Chevy Express and its component parts were unreasonably dangerous and defective for their intended purpose and/or foreseeable use by Plaintiffs or other members of the public,

1 because Defendants know and/or had notice that the subject 2008 Chevy Express and its  
2 component parts, and similar products, had failed to perform safely in test, simulations,  
3 investigations, and/or studies conducted by or on behalf of said defendants, and each of them.

4 14.4 Said Defendants and their officers, directors, and managing agents, knew that the  
5 subject 2008 Chevy Express and its component parts were dangerous and defective for their  
6 intended purpose and/or foreseeable use by Plaintiffs and other members of the public, because  
7 Defendants knew and/or had notice that said 2008 Chevy Express and its component parts, or  
8 similar products, had failed to perform safely in test, simulations, investigations, and/or conducted  
9 by other, including private and public entities and individuals.

10 14.5 Said Defendants and their officers, directors, and managing agents, knew that the  
11 subject 2008 Chevy Express and its component parts were unreasonably dangerous and defective  
12 for their intended purpose and/or foreseeable use by Plaintiffs and other members of the public.  
13 Because Defendants knew and/or had notice that the subject 2008 Chevy Express and its  
14 component parts, and similar products, had failed to perform safely in other situations and  
15 accidents similar to that involved in the instant case.

16 14.6 Said Defendants and their officers, directors, and managing agents, knew that the  
17 subject 2008 Chevy Express and their component parts were unreasonably dangerous and  
18 defective for their intended purpose and/or foreseeable use by Plaintiffs and other members of the  
19 public, because of prior complaints of other similar accidents, incidents, injuries, or deaths from  
20 purchasers of other 2008 Chevy Express vans and their component parts, and similarly designed  
21 products.

22 14.7 Said Defendants and their officers, directors, and managing agents, acted in  
23 conscious and willful disregard of Plaintiffs' safety and other members of the public by failing to  
24 properly or adequately test the subject 2008 Chevy Express and its component parts.

25 14.8 Despite said knowledge on the part of said Defendants, and their officers, directors,  
26 and managing agents, as alleged above, Defendants, with conscious disregard for the rights, and  
27 safety and well-being of Plaintiffs and other members of the public, marketed, sold, purveyed  
28 and/or distributed the 2008 Chevy Express and its component parts for use by the public. Said

1 Defendants, and their officers, directors, and managing agents, further marketed, sold, purveyed,  
2 and/or distributed said 2008 Chevy Express and its component parts, without alerting, advising,  
3 warning, or otherwise adequately informing purchasers and/or users of said 2008 Chevy Express  
4 and its component parts of their dangerous and defective nature and/or character. Said Defendants  
5 and their officers, directors, and managing agents, failed to alert, advise, warn other otherwise  
6 adequately inform purchasers and/or users of said 2008 Chevy Express and its component parts  
7 dangerous and defective character, knowing that said product would not be and/or were not likely  
8 to be, examined or inspected for defects by their purchasers and/or users.

9 14.9 That by failing to so alert, advise, warn or adequately inform purchasers or users of  
10 the dangerous and defective nature and/or character of said 2008 Chevy Express and its  
11 component parts, said Defendants and their officers, directors, and managing agents, warranted  
12 and represented that said 2008 Chevy Express and its component parts were safe and suitable for  
13 the intended purpose and use by Plaintiffs and other members of the public. As a direct, proximate  
14 and legal result thereof, Defendant's 2008 Chevy Express rolled over and failed to properly  
15 prevent Ivan Plata-Yanes from being ejected from the vehicle. The Plaintiffs used the subject 2008  
16 Chevy Express for its intended purpose, and Plaintiffs thereby suffered personal injuries and  
17 damages.

18 14.10 Said Defendants and their officers, directors, and managing agents, acted in the  
19 manner described above and/or failed to take the actions mentioned above, for reasons of  
20 economic gain, and to save money and increase their business profits. If Defendants had taken  
21 actions to improve and/or make their product safe, said acts would have costs them money.  
22 However, upon information and belief, Defendants consciously, willfully and wantonly decided  
23 that their profits were more valuable and important than human suffering and life.

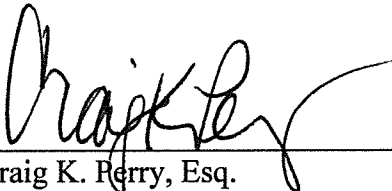
24 14.11 That, in doing the acts herein alleged, said Defendants and their officers, directors,  
25 and managing agents, directly, and in authorizing and ratifying the conduct of each of them, acted  
26 despicably and with a willful and conscious disregard of others and are liable for exemplary and  
27 punitive damages. Plaintiffs are therefore entitled to an award of exemplary and punitive damages  
28 against said defendants.

1 WHEREFORE, Plaintiff pray the judgment against defendants, and each of them, as  
2 follows:

- 3 1. For general damages sustained by Plaintiffs in an amount in excess of \$75,000;
- 4 2. For special damages sustained by Plaintiff in excess of \$75,000;
- 5 3. For exemplary and/or punitive damages sustained by Plaintiff in excess of \$75,000;
- 6 4. For reasonable attorney's fees and costs of suit;
- 7 5. For Wrongful Death damages allowed to the Plaintiff under Nevada law;
- 8 6. For interest of the statutory rate, and
- 9 7. For each other relief as the Court deems just and proper.

10 DATED this 16<sup>th</sup> day of February, 2017.

11 CRAIG K. PERRY & ASSOCIATES

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